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2
3 BILL NO. S-75-05-53

4 SPECIAL ORDINANCE NO. S-107-75

5 AN ORDINANCE approving a contract with A. GROSJEAN
6 & SON for Resolution 5679-1975, Precious Blood
7 Neighborhood Improvement Package

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

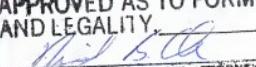
10 SECTION 1. A certain contract dated May 1, 1975, between the
11 City of Fort Wayne, by and through its Mayor and the Board of Public Works
12 and A. GROSHEAN & SON, for:

13 Precious Blood Neighborhood Improvement Package in
14 an area bounded on the North by Spring Street, on the
15 East by Barthold Street, on the South by Fourth Street
16 and on the West by Andrew Street

17 for a total cost of \$10,206.55, of which the City will pay \$7,346.55 and the
18 property owners to pay \$2,860.00, all as more particularly set forth in said
19 contract which is on file in the Office of the Board of Public Works, and is
20 by reference incorporated herein, made a part hereof and is hereby in all
21 things ratified, confirmed and approved.

22 SECTION 2. This Ordinance shall be in full force and effect from
23 and after its passage and approval by the Mayor.

24 
25 _____
26 Councilman
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30
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32 APPROVED AS TO FORM
33 AND LEGALITY
34 
35

CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Olivero, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 5-27-75.

Charles W. Winterman
MAYOR OF FORT WAYNE
CITY CLERK E. Clark

Read the third time in full and on motion by Moses, seconded by Henga, and duly adopted, placed on its passage.
Passed (~~E.S.T.~~) by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/> 0	_____	1	_____
HINGA	<input checked="" type="checkbox"/>	_____	_____	_____	_____
KRAUS	<input checked="" type="checkbox"/>	_____	_____	_____	_____
MOSES	<input checked="" type="checkbox"/>	_____	_____	_____	_____
NUCKOLS	_____	_____	_____	<input checked="" type="checkbox"/>	_____
SCHMIDT, D.	<input checked="" type="checkbox"/>	_____	_____	_____	_____
SCHMIDT, V.	<input checked="" type="checkbox"/>	_____	_____	_____	_____
STIER	<input checked="" type="checkbox"/>	_____	_____	_____	_____
TALARICO	<input checked="" type="checkbox"/>	_____	_____	_____	_____

DATE: 6-10-75

Charles W. Winterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution No. S-107-75) on the 10th day of June, 1975.

ATTEST: (SEAL)

Charles W. Winterman
CITY CLERK

James S. Ober
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of June, 1975, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Winterman
CITY CLERK

Approved and signed by me this 11th day of June, 1975, at the hour of 4:00 o'clock P.M., E.S.T.

Jack T. Lengyel
MAYOR

Bill No. S-75-05-53

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with A. GROSJEAN & SON for Resolution 5679-1975, Precious
Blood Neighborhood Improvement Package

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckols

William T. Hinga

Donald J. Schmidt

W.C. May Jr.
Eugene Krasewski
John Nichols
O.Schmidt

DATE 6-10-95 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this 1ST day of MAY, 1975
by and between A. GROSJEAN & SON

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove PRECIOUS BLOOD NEIGHBORHOOD IMPROVEMENT PACKAGE IN AN AREA BOUNDED ON THE
NORTH BY SPRING STREET, ON THE EAST BY BARTHOLD STREET, ON THE SOUTH BY FOURTH
STREET AND ON THE WEST BY ANDREW STREET.

by grading and paving the roadway to a width of-----feet with-----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
ment Resolution No. 5679-1975 and at the following price per lineal foot-----

at the following prices:

Walk removal	Three dollars and no cents, per square yard	3.00
Standard walk	One dollar and ten cents, per square foot	1.10
Curbface walk	One dollar and twenty-five cents, per square foot	1.25
Curb removal	One dollar and no cents, per lineal foot	1.00
Curb replacement	Three dollars and no cents, per lineal foot	3.00
Driveway (removal & replacement)	One hundred dollars and no cents, per cubic yard	100.00
Common excavation	Four dollars and no cents, per cubic yard	4.00

This Agreement, made and entered into this 1st day of May, 1975

by and between A. GROSJEAN & SON

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

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NORTH BY SPRING STREET, ON THE EAST BY BARTHOLD STREET, ON THE SOUTH BY FOURTH
STREET AND ON THE WEST BY ANDREW STREET.

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5679-1975 and at the following price per lineal foot _____

at the following prices:

Walk removal	Three dollars and no cents, per square yard	3.00
Standard walk	One dollar and ten cents, per square foot	1.10
Curbface walk	One dollar and twenty-five cents, per square foot	1.25
Curb removal	One dollar and no cents, per lineal foot	1.00
Curb replacement	Three dollars and no cents, per lineal foot	3.00
Driveway (removal & replacement)	One hundred dollars and no cents, per cubic yard	100.00
Common excavation	Four dollars and no cents, per cubic yard	4.00
Dirt backfill	Five dollars and no cents, per ton	5.00
Seed and fertilizer	Two dollars and no cents, per square yard	2.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. _____ the plans, profiles, specifications and the contractor's bid thereon on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within 45 days after contract is approved by City Council and in all respects completed on or before _____, 19_____, and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date _____, 19_____, until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 1st
day of May, 1975

A. GROSJEAN & SON

By: Robert Grosjean

Its: owner
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

John F. Nease
Carl C. O'Neal

James H. Ladd
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

PRECIOUS BLOOD NEIGHBORHOOD PACKAGE IMPROVEMENT

IMPROVEMENT RESOLUTION NO. 5-16-1975

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana has adopted a program requiring property owners to repair sidewalks in specified areas, as provided in Burns Statutes 48-2709, and

WHEREAS, the City shall, at its own expense, repair curbing as necessary and slurry seal pavements where needed, and

WHEREAS, this represents the continuing effort of the Board of Public Works to increase property values by maintaining basic improvements and reducing safety hazards to pedestrians, and

WHEREAS, representatives of the Board of Public Works have made detailed inspection of walks and curbs with the following geographic area:

Bounded on the north by Spring Street, on
the east by Barthold Street, on the south
by Fourth Street and on the west by
Andrew Street.

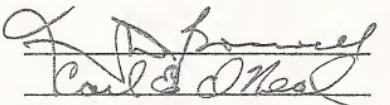
NOW, THEREFOR, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, Indiana, that arrangements for the repair of all defective sidewalks within the aforesaid area will be made by the City of Fort Wayne under the above ~ Burns Statute through this resolution, all in accordance with details, drawings and specifications on file in this office of the Board of Public Works of said City and such improvements are now ordered.

The cost of said improvement shall be assessed upon abutting property owners for sidewalk replacement at a rate of fifty (50) cents per square foot and for the driveway removal and replacement at the Contractor's bid price, and upon the City of Fort Wayne for curbings and wingwalks, all in accordance with the method and manner provided for in the Acts of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," as approved March 6, 1905 and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of six (6) per cent per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such improvements, or such monies as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvements, assessment of property, collections of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplemental thereof.

ADOPTED THIS 14 DAY OF May, 1975.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA



ATTEST:


Clerk

GUARANTY BOND

Know All Men by These Presents, That we -----
----- A. GROSJEAN & SON----- Contractors
as principal, and STATESMAN INSURANCE COMPANY OF DES MOINES, IOWA-----
----- as surety
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Ten Thousand Two
Hundred Six Dollars and fifty-five cents-----

(\$10,206.55)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

----- A. GROSJEAN & SON-----

did on the 1ST day of May 1975

, enter into a contract with the City of Fort Wayne to construct a

EX 51661KG66X

PRECIOUS BLOOD NEIGHBORHOOD IMPROVEMENT PACKAGE IN AN AREA BOUNDED ON THE NORTH
BY SPRING STREET, ON THE EAST BY BARTHOLD STREET, ON THE SOUTH BY FOURTH STREET
AND ON THE WEST BY ANDREW STREET.

according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

A. GROSJEAN & SON----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 1ST day of May

----- A. GROSJEAN & SON ----- (SEAL)

By: Robert A. Grys ----- (SEAL)

Its: owner ----- (SEAL)

Approved this 14 day of

May, 1975

Carl O'Neal

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we _____

----- A. GROSJEAN & SON -----

as principal, and STATESMAN INSURANCE COMPANY OF DES MOINES, IOWA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Ten Thousand

Two Hundred Six Dollars and fifty-five cents-----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

(\$10,206.55)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the 15th

day of MAY, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement
as to the workmanship, material and conditions for the period of three (3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 15th day of MAY

A. GROSJEAN & SON (SEAL)

By: Robert A. Grosjean (SEAL)

Its: owner (SEAL)

(SEAL)

Approved this 14 day of May, 1975

J. D. Boenewald
Carl E. O'Neal

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

April 25, 1975

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY, AND MARCH, 1975.
 In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION

	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35¢	55¢			
BOILERMAKER	S	10.05	50	1.00		1¢	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		67	4	21¢	
	S	9.08	40	40	5	21¢	
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	1 $\frac{1}{2}$ 30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44 $\frac{1}{2}$	29	7%	2	
GLAZIER	S	8.24	12		25	4	35¢ holiday
IRON WORKER	S	9.70	55	65	1	21¢	
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	5.95-6.25	35	30		7	
	S-US-SS	5.90-6.05	35	30		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31¢
MILLWRIGHT & PILEDRIVER	S	8.64		67	4	21¢	
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	41¢
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30	4	91¢	
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 16 DAY OF June, 1975

Wayne T. Kepler
 REPRESENTING GOVERNOR, STATE OF INDIANA
D. Boswell
 REPRESENTING THE AWARDING AGENT.
Ted M. Rice
 REPRESENTING STATE A.F.L. C.I.C.

POWER OF ATTORNEY

STATESMAN INSURANCE COMPANY
Surety Administrative Offices—Des Moines, Iowa

KNOW ALL MEN BY THESE PRESENTS, that Statesman Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, hath made, constituted and appointed, and does by these presents make constitute and appoint

Larry D. Smith, Paul Davenport, Lois Davenport and/or Bruce Davenport,
 Jointly or Severally, Each

of Ossian and State of Indiana

its true and lawful Attorney (s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

NOT TO EXCEED IN EACH AND EVERY BOND OR UNDERTAKING EXECUTED HEREUNDER
 THE PENAL SUM OF ONE HUNDRED FIFTY THOUSAND AND NO/100--(\$150,000.00)

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Assistant Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by ARTICLE VII, Section 6 of the By-Laws of the Statesman Insurance Company, which reads as follows:

"The President or any Vice President shall have the power, by and with the concurrence of the Secretary or any Assistant Secretary, to appoint and to revoke the appointments of attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, and to authorize them to execute on behalf of the Company, and affix the seal of the Company thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof."

IN WITNESS WHEREOF, Statesman Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of June 19 73.



STATESMAN INSURANCE COMPANY

By

Vice President

ATTEST: *Carlos C. Jayne*
 Assistant Secretary

STATE OF IOWA } SS:
 COUNTY OF POLK }

On this 15th day of June 19 73 before me personally came
 H. E. Clendenen

to me known, who, being by me duly sworn, did depose and say, that he resides in Polk County, Iowa, that he is Vice-President of Statesman Insurance Company, the Corporation described herein and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

By *Linda R. Marquis*
 Notary Public
 9-30-76
 Commission Expires

STATE OF IOWA } SS:
 COUNTY OF POLK }

I, Carlos C. Jayne, Jr., the Assistant Secretary of Statesman Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Statesman Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, in Polk County, Iowa, this 12th day of May 19 75. *Carlos C. Jayne, Jr.*

DIGEST SHEET

1

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with A. Grosjean & Son in amount of \$10,206.55
for Resolution 5679-1975, Precious Blood Neighborhood Improvement Package.

EFFECT OF PASSAGE Complete necessary improvements as set up by program

EFFECT OF NON-PASSAGE Unable to complete project

MONEY INVOLVED (Direct Costs, Expenditures, Savings) City's Cost - \$7,346.55

Property Owners' Cost - \$2,860.00 for a total contract of \$10,206.55

ASSIGNED TO COMMITTEE

Public Works JHS